

ATTACHMENT A

CONTRACT FOR OPERATION OF UNION MINE LANDFILL

This Agreement is entered into this 30th day of January, 1990, between the County of El Dorado, a political subdivision of the State of California, hereinafter called "County" and El Dorado Landfill, Inc., a California Corporation, hereinafter called "Contractor."

For and in consideration of the payments and agreements hereinafter mentioned, Contractor agrees to do all the work described herein according to the terms and conditions specified herein.

A. GENERAL PROVISIONS

1. INTENT

All work to be done under this contract shall conform to the requirements of these specifications, the terms and conditions stated in Orders as adopted by the California Regional Water Quality Control Board, or amendments thereto, and to Title 14, Division 7, Chapter 3, of the California Code of Regulations (Minimum Standards for Solid Waste Handling and Disposal), and any amendments thereto as adopted by the California Integrated Waste Management Board.

The intent of these specifications is to ensure the public health and welfare, and that said work is performed in a proper manner so that the land use for the disposal of the refuse and waste will be, upon completion of the disposal operation, suitable for the future development by the County or other appropriate parties.

It shall be the responsibility of the Contractor to perform this work in strict compliance with all federal, state or County laws, decrees, ordinances, and regulations, as well as the rules, orders, decrees, and requirements of the above or of any other bodies or tribunals that have jurisdiction over the performance of this work.

Any penalties assessed by regulatory agencies shall be in addition to any liquidated damages assessed according to the contract documents but shall apply only to work required by the contract documents.

It is further intended that the Contractor have maximum flexibility in performing the landfill operations within the limits established by these specifications.

2. CONTRACT PERIOD

This contract shall be effective upon execution by the parties hereto and the Contractor shall commence operation of all the landfill sites covered by this contract on February 1, 1990. The contract shall end at midnight, January 31, 2000 unless earlier terminated as herein specified in Section A-29, entitled "Termination".

In the event Contractor does not commence operations as of the date set forth herein, the contract may be terminable for default and liquidated damages may be assessed as set forth in the Section entitled, "Default."

3. CONTRACT ADMINISTRATOR

The County designates the Director of Environmental Management, or his designated representative, as the Contract Administrator. The contract shall be construed and interpreted according to the laws of the State of California.

4. DEFINITIONS

In general, definitions shall be as follows:

Agency. The County of El Dorado, Environmental Management Division.

State Regulatory Agencies. State agencies in charge of regulating the operation and maintenance of sanitary landfills, such as, but not limited to, California Integrated Waste Management Board, California Regional Water Quality Control Boards, and California Department of Health Services.

Board. Board of Supervisors of the County of El Dorado.

County. The County of El Dorado, organized and existing under and by virtue of the laws of the State of California, acting through its Board of Supervisors or duly authorized agent.

Contractor. The term Contractor shall include any subcontractors. Contractor is referred to throughout the contract documents as if of a singular number and masculine gender.

Operator. The County of El Dorado, to which approval has been granted to operate the Solid Waste Facilities (Government Code Section 66714.7).

Director. Director of Environmental Management or his authorized representative.

Superintendent. The authorized representative of Contractor.

Plans. The official plans, profiles, typical cross sections, general cross sections, working drawings, and supplemental materials which show the location, character, dimensions, and detail of the work to be done, and which are to be considered as a part of the contract presently in effect or which may be prepared in the future.

Specifications. The directions, provisions, and requirements contained herein, including but not limited to the special provisions and special conditions, pertaining to the method and manner of performing the work under the contract.

Contract. The written agreement covering the performance of the work and the furnishing of labor, materials, and equipment for the operation of the specified landfill sites. The contract shall include the plans, specifications, contract bonds, and other documents specified.

Contract Year. One (or a terminal portion) of successive twelve-month periods commencing for the first year on the starting date of landfill operations under the contract and thereafter on February 1 and ending on the expiration date or other termination date of the contract.

Demolition Waste. All debris and waste construction materials, including earth, rock, concrete, brick, plaster, plasterboard, glass, asphaltic concrete, plastics, wire, and other ferrous materials derived from the construction of or the partial or total demolition of buildings, roads or other structures, and meeting the classification of Group III wastes as defined by the regulations of the State Water Resources Control Board.

Refuse. All municipal, commercial and industrial wastes consisting of Group III-type wastes as, are, or may be in the future defined by the State Water Resources Control Board, and which may be deposited in the landfill under the provisions of any permit necessary for operation of the landfill, including wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, institutions, and all commercial and industrial establishments, including waste or discarded food, animal and vegetable matter, paper, cardboard, wood, cans, glass, ashes and boxes, cuttings from trees, lawns, and gardens, septic tank pumping and dried digested sludge grit and screenings from municipal sewage treatment plants, and asbestos, unless the County specifically determines otherwise as to any particular type of waste. The term "refuse" as used herein does not include hazardous waste, contaminants which might be injurious to personnel engaged in solid waste handling, including, but not limited to, acids, explosives, radioactive materials, toxic industrial wastes; nor shall it include any materials that are, or in the future may be, prohibited from dumping by the regulations of the California Regional Water Quality Control Board, or by any other public agency, or by operation of law.

Hazardous Waste. Any waste or material or mixture of which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat, or other means, if such waste or mixtures of wastes may cause substantial injury, serious illness, or harm to humans, domestic livestock, or wildlife. Hazardous waste includes extremely hazardous waste, and any waste meeting the classification as defined by the regulations of the State Water Resources Control Board or the California Department of Health Services.

Roads

Access Road - A paved all-weather road located off site of the landfill facility, which terminates at the gate to the landfill property, and which is the responsibility of the County to maintain.

Haul Road - A paved or unpaved road on the landfill which is provided to allow users of the landfill to operate vehicles from the gate of the landfill to the tipping area at the active face of the landfill, and which are reasonably traversable by vehicles of all types under usual and ordinary weather conditions.

Service Road - All roads on the landfill site other than haul roads.

Landfill or Site. The entire area included within the legal boundaries of the landfill, which the County holds by ownership, and on which the County operates a solid waste disposal activity, described in exhibit "A" attached hereto and incorporated herein by reference.

Solid Waste. All refuse and demolition waste.

Recyclable Solid Waste. Any solid waste or waste of any nature whatsoever, which is capable of being sorted, cleaned, treated or reconstituted for the purpose of being utilized in an altered form, including, but not limited to, glass, paper, cardboard, plastic, motor oil, ferrous or non-ferrous metal, copper, wood or aluminum.

5. INDEPENDENT CONTRACTOR

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor shall in no event as a result of this contract be entitled to any benefits to which County employees are entitled, including, but not limited to, overtime, any retirement benefits, worker compensation benefits, any injury leave or other leave benefits.

6. INTEREST OF CONTRACTOR

The Contractor covenants that it at present has no interest, including, but not limited to, other private landfill or refuse disposal site projects, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

Contractor discloses and represents that it is wholly owned by the shareholders of El Dorado Disposal, Inc., and South Tahoe Refuse, Inc., which provide refuse collection services to portions of El

Dorado County, and which utilize the landfill for Contractor covenants that it will maintain an independent business relationship with El Dorado Disposal, Inc. and South Tahoe Refuse, Inc. in the execution of its duties and obligations hereunder.

7. INSPECTION OF SITES BY CONTRACTOR

The Contractor is hereby informed that County file information pertaining to the landfills is available for inspection at the Office of the Director,

The Contractor acknowledges that he has made his own examination, investigation, and research regarding the proper method of doing the work, and all plans, information, and conditions affecting the work to be done, and the labor, equipment, and materials needed thereon, and the quantity of work to be performed. The Contractor agrees that he has satisfied himself, by his own investigation and research regarding all such information and conditions, and that his conclusion to enter into the proposed contract is based upon such investigation and research, and that he shall make no claim against the County of El Dorado because of any of the estimates, statements, or interpretations by any officer or agent of the County of El Dorado which may prove to be, in any respect, erroneous.

The contractor assumes the risk of all observable or reasonable determinable conditions, and agrees to complete the work without additional compensation under whatever circumstances which may develop, other than as herein provided.

8. REGULATIONS FOR USE

- A. The County is empowered to establish, in its discretion, reasonable regulations governing access to the site(s), the use thereof and operations by the Contractor, collectors, and public within the site(s).
- b. It is agreed that all sites shall be considered as Class III disposal areas, and the regulations established by the State Water Resources Control Board of the State of California for such Class 3 disposal sites shall prevail. It is further agreed that the Contractor shall comply with the Minimum Standards for Solid Waste Handling and Disposal, as presented in Title 14, California Code of Regulations, Chapter 3.

9. UNACCEPTABLE WASTE PROCEDURES

The Contractor shall not permit deposits on the site or bury any contaminants other than those permitted under a Class III facility. The County is concerned that this provision be strictly followed. It is recognized that some contaminants, including hazardous wastes, will occasionally be unloaded at the sites by users of the landfill. The Contractor shall train all employees to recognize such contaminants and observe standard procedures as may be

established by the Landfill Screening Program adopted by the County. Until adoption thereof, the following standard procedures shall apply:

- a. The active operation of unloading, compacting, and covering solid waste shall be suspended in the immediate vicinity of the identified contaminant. Safety measures shall be instituted as necessary.
- b. If the vehicle that transported the contaminant can be identified and is still on the site, the Contractor's employee shall record the license number and any other identifying signs or features of the vehicle, and shall request the operator of the vehicle to remain on the site, and shall immediately notify the Sheriff or appropriate law enforcement agency. The contractor's employee will endeavor to get the operator of the vehicle that delivered the contaminant to take appropriate actions to properly dispose of the contaminant.
- c. If the vehicle that delivered the contaminant cannot be identified, or the vehicle leaves the site, or the contaminant is discovered after it is buried, the Contractor shall, after consulting with the Director, arrange for proper disposal of the contaminant and the County and Contractor shall share in the costs of removal and disposal of the contaminant. The County will reimburse the Contractor for 50 percent of reasonable actual removal and disposal costs, in accordance with Section F (Extra Work).
- d. The Contractor shall provide a written report on each discovery of contaminants. The report shall include documentation of interviews with all of the Contractor's employees and others who witnessed the illegal dumping and/or discovered the contaminant. The written report will include descriptions of the suspected vehicle(s), operators of the vehicles, and other information necessary for the county to determine who delivered the material and recover the disposal costs. The Contractor agrees to cooperate and make employees available for any investigation, civil litigation, or criminal proceedings regarding the delivery of contaminants. The County will compensate the Contractor and/or Contractor's employee for actual time spent in preparing for and participating in court sessions. In the event the County should recover disposal costs, the County shall reimburse the Contractor its share thereof, less any costs of litigation.
- e. If any attempt is made to dispose of any barrels or other similar containers at any landfills covered by this contract, Contractor's employees shall direct such individuals or entities attempting to make such disposal to a designated site within the landfill so that the

Contractor may inspect the contents of the containers for unacceptable waste. The failure of the Contractor to make such direction or follow the Landfill Screening Program, when adopted, shall render the Contractor responsible for the entire cost of removal of such waste if it is determined to be unacceptable by the county or state regulatory agencies notwithstanding Section 9c above.

10. PERFORMANCE BOND ,

Before the contract between the Contractor and the County shall be valid or binding against the County, the Contractor shall enter into a joint and several bond with the County for the use of said County, which bond shall be with a surety company as surety, and shall be in the amount of \$20,000, which bond shall at all times be kept in full force and effect. The condition of which bond shall be that the Contractor shall fully and faithfully perform all conditions of the contract and these specifications; shall pay anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such contract; and such bond shall provide that the full amount thereof shall be forfeited upon the Contractor's failure to comply within a reasonable amount of time herewith. If it is determined by the County that the Contractor has substantially failed to truly keep and perform the covenants, conditions, and agreements in this contract and any alterations thereto made as herein provided, including but not limited to Contractor's obligations under Section H-1, then the County may declare a forfeiture. Should a forfeiture be declared, the County shall notify the surety and give the surety a reasonable opportunity to perform, provided no health, safety, and nuisance problems are created. If the surety fails to perform, the County shall perform and assess the surety on its bond for the cost of such performance. Cost of such performance includes the costs of all labor, equipment, and materials necessary to perform the work in the Contractor's absence.

Contractor may provide a cash bond in the form of a certificate of deposit or a letter of credit in a form and content acceptable to the County in lieu of a surety bond.

11. CHANGE ORDERS - AUTHORITY

The County reserves the right to make such orders as may be deemed necessary by the Director for proper execution of the work. The Contractor shall proceed with the work upon receipt of a written order from the Director. The Contractor shall receive no adjustment in compensation unless said alterations materially affect the Contractor's cost to perform said work. If the Contractor's cost to perform work altered by the Director is materially changed, adjustment in compensation or charges will be made as provided in Sections A-11 and F.

12. CHANGE ORDERS - COST

In the event the Contractor's cost to perform the work is materially changed by the imposition of differing operational requirements arising out of a governmental regulation, or by an order of the Director as allowed by Section A-11, any such change may be negotiated, as provided in Section F. In the event the Contractor and the County are unable to agree, the provisions of Section A-24 shall apply. Any such change shall be considered as an amendment to the contract, and shall be subject to approval of the Board of Supervisors of the County.

13. ASSIGNMENT

No contract or portion thereof may be assigned without consent of the Board of Supervisors of the County, except that the Contractor may assign money due or which will accrue to him under the contract. If given written notice, such assignment of money due will be recognized by the Board to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the County and to all deductions provided for in the contract. All money, whether assigned or not, shall be subject to being used by the County for completion of the work, should the Contractor be in default.

14. BANKRUPTCY

In the event that the Contractor files a petition in bankruptcy, or any other type of insolvency proceeding is initiated, the County may give notice of termination of this contract according to the provisions of the Section entitled "Default."

15. HOLD HARMLESS CLAUSE

The Contractor agrees to defend and hold the County, its officers, and employees free and harmless from any and all claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whomsoever which may arise from operations carried on by Contractor under this contract. The Contractor shall exonerate, indemnify, and hold harmless the County from and against, and shall assume full responsibility for payment for all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to the Contractor and his employees engaged in performance of this contract. The County and its agents and employees shall not be, nor be held liable for any liabilities, penalties, or forfeitures, or for any damage to the goods, properties, or effects of the Contractor, or if any other persons whomsoever, nor for personal injury to or death of them, whether caused by or resulting from any negligent act or omission of the Contractor. The Contractor further agrees to defend, indemnify, and hold harmless the County and its agents and employees, against and from any and all of the foregoing obligations and liabilities, by which it is intended by both parties that the Contractor shall indemnify and hold the

County harmless from all claims arising by reason of the work done or by an act or omission of the Contractor. The Contractor agrees to process expeditiously all claims for liability arising out of landfill operations, at his expense. This provision shall not apply to any claims arising by reason of work performed at the express direction of the County or the Director which is not a part of the responsibility of Contractor under this contract, unless Contractor is negligent in the execution thereof.

16. TAXES, ASSESSMENTS, AND FEES

The terms of this contract may result in the creation of possessory interest. If such a possessory interest is vested in the Contractor, the Contractor may be subject to the payment of personal property taxes levied on such interest. The Contractor shall be responsible for the payment of, and shall pay before delinquent, all taxes, assessments, and fees assessed or levied upon the Contractor on said site or any interest therein, on any buildings, structures, machines, appliances, or other improvements of any nature whatsoever, or on any interest therein, or by reason of the business or other activities of the Contractor upon, or in connection with, the site. The Contractor further agrees not to allow such taxes, assessments or fees to become a lien against said site or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit the Contractor from contesting the validity of the amount of any such tax, assessment, or fee in the manner authorized by law.

17. INSURANCE

The Contractor shall secure and maintain in force for the term hereof, and any extensions thereof, insurance policies which will protect Contractor, its agents, County, County's lessors and/or lessees, County's consulting engineers, and the authorized agents and employees, of all the above, from claims for bodily injury, death, or property damage which may arise from the Contractor's operations under this contract, whether such operations be by Contractor or by any agent of the Contractor or anyone employed by him directly or indirectly. Said policies shall be for not less than the following amount:

MINIMUM INSURANCE REQUIREMENTS

- a. Worker's Compensation: Statutory
- b. Public Liability/Bodily Injury and Property Damage Insurance
 - 1. Injury or death of one person \$500,000
 - 2. Injury or death of more than one person in a single occurrence \$1,000,000
 - 3. Property Damage \$500,000
- c. Automobile and Truck Public Liability, Bodily Injury, and Property Damage Insurance

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| 1. | Injury or death of one person | \$500,000 |
| 2. | Injury or death of more than one person in a single occurrence | \$1,000,000 |
| 3. | Property Damage | \$500,000 |

If excessive risks are involved, additional coverage may be required. The insurance required under a,b, and c above shall include the County, its officers and employees and each of them, as additional insureds except with regard to occurrences that are the result of their sole negligence.

The insurance required under a,b, and c above shall provide that it is primary coverage with respect to Contractor, the County and all other additional insureds.

The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado at the office of the El Dorado County Risk Manager, 415 Placerville Drive, Placerville, California 95667.

With respect to the coverages required herein, it is agreed the insurer shall have no recourse against the County, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained. Proof that the County is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County as additional insured.

Contractor shall be responsible for all deductibles in all of the insurance policies required hereunder. The amount of deductibles for an insurance coverage required herein shall be reasonable and subject to County's approval.

It is further agreed Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

It is further agreed failure of Contractor to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire agreement.

Contractor shall not commence performance of this contract unless and until compliance with each and every requirement of these provisions is achieved.

The insurer waives any right of subrogation against County which might arise by reason of any payment under this policy.

The Contractor shall also carry such other insurance as may be required by law. In the event that the Contractor fails to maintain the liability and property damage insurance as herein provided, the County may take out such insurance and the cost thereof to the County shall be charged to the Contractor.

The cost of providing insurance shall be considered as included in the price, and no additional compensation will be allowed therefor.

18. PREVAILING WAGES

Hours of Work. Eight hours of labor shall constitute a legal day's work, and 40 hours of labor during any calendar week shall constitute a legal week's work upon all work done under this contract. Provided, however, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours per week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, at not less than $1\frac{1}{2}$ times the basic rate of pay.

Wage Rates. In accordance with Section 1770 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California will determine the general prevailing rate of per diem wages, and the general prevailing rate for holiday and overtime work in accordance with the standards set forth in Section 1773 of the Labor Code.

Not less than the general rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work as determined by the Director of the Department of Industrial Relations shall be paid to all workers employed on the project.

The holidays upon which such rates shall be paid shall be all holidays recognized by County regulations for the particular craft, classification, or type of worker employed on the project.

Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes.

Pursuant to Section 1773.2 of the Labor Code, the general prevailing wage rates of the Department of Industrial Relations, State of California, shall be posted by the Contractor in a prominent place at the site of the work when available.

Travel and Subsistence Payments. As required by Section 1773.1, per diem wages as determined by the Director of the Department of Industrial Relations shall be deemed to include payments for travel time, and subsistence pay as provided for in Section 1773.8 of the Labor Code. Travel payments, in addition to travel time payment under Section 1773.1, if any, as such travel payments are defined in applicable collective bargaining agreements filed in accordance

with Section 1773.8 of the Labor Code, shall be paid by the Contractor or subcontractor as required by said Section 1773.8.

Apprentices. Pursuant to Sections 1777.5 and 1777.6 of the Labor Code, and in accordance with regulations of the California Apprenticeship Council and local apprenticeship standards for the trade, registered apprentices may be employed in the prosecution of the work. The Contractor is advised to review the provisions of Section 1777.7 of the Labor Code relating to noncompliance with Section 1777.5 of the Labor Code.

19. PAYROLL RECORDS

The Contractor's attention is directed to the following requirements of Labor Code Section 1776. The Contractor shall be responsible for compliance with these requirements by his subcontractors:

- a. Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work.
- b. The payroll records enumerated under Subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or authorized representative on request.
 2. A certified copy of all payroll records enumerated in Subdivision (a) shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records enumerated in Subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.
- c. Contractor shall file a certified copy of the records enumerated in Subdivision (a) with the entity that requests such records within 10 days after receipt of a written request.

- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name or address, and social security number. The name and address of the Contractor performing the contract shall not be marked or obliterated.
- e. The Contractor shall inform the body awarding the contract of the location of the records enumerated under Subdivision (a), including the street address, city, and County, and shall, within 5 working days, provide a notice of a change of location and address.
- f. In the event of noncompliance with the requirements of this Section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the contract is made or awarded, forfeit \$25 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

20. EQUAL SERVICE

The Contractor shall not by act or omission show partiality to any users of the landfill(s), but shall provide equal service to any and all users within these specifications and applicable regulations and standards.

As part of the consideration for this agreement, County shall be allowed to dump refuse generated by County without charge but otherwise subject to all other provisions of this contract, unless the County requires use of the landfill at times other than those set forth in Section B-1, in which event County will reimburse Contractor for actual, reasonable costs incurred.

21. AUDIT AND INSPECTION OF RECORDS

The Contractor shall keep accurate records of all receipts and expenditures related to the landfill operation, and/or to any activity performed on the landfill by the Contractor. At any time during normal business hours, upon reasonable notice, and as often as the County may reasonably deem necessary, the Contractor shall make available to the County for examination all of his data and records with respect to all matters covered by this contract, and will permit the County to audit, examine, and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel, records of

equipment usage if requested by the Director, and other data relating to all matters covered by the contract. The Contractor shall maintain such data and records in an accessible location. The District Attorney, Grand Jury, and any law enforcement agency from the State of California or federal agency investigating organized crime having an interest in the subject of this contract shall have the same rights conferred upon the County by this paragraph.

The Director or his authorized representative shall, until the expiration of 3 years after final payment under the contract, have reasonable access to and the right to examine directly any pertinent books, documents, papers, and records of the Contractor. The right to audit and inspect records may be exercised at any time without advance notice.

The right to audit shall apply to the Contractor and to any subcontractors employed by the Contractor. All agreements between Contractor and subcontractors for performance of any work related to this contract shall contain a clause which expressly extends the County's rights to audit and inspection of records to the District Attorney, Grand Jury, and any law enforcement agency investigating organized crime to the parties of the agreement.

The County will permit the Contractor to inspect and audit all County data and records of quantities of solid waste delivered to the landfills. Contractor's access shall be at any time during normal business hours and as often as Contractor may reasonably deem necessary. County will permit Contractor to audit, examine, and make excerpt or transcripts from such data and records. County shall maintain such data and records in an accessible location. Contractor's right to inspect and audit will expire 3 years after final payment under the contract.

22. PERMITS

The County will retain the responsibility for securing and maintaining all permits applicable to the site. The Contractor shall fully comply with the provisions of all permits. County will supply to the Contractor a copy of all permits and State Water Quality Control Board waste discharge requirements.

23. CONTROL OF THE WORK

Authority of Director. The Contractor may not change any conditions of operation under this contract without the prior written approval of the Director. The Director shall decide all questions that arise as to the quality or acceptability of materials selected and work performed and as to the manner of performance and rate of progress of the work, specifications, all questions as to fulfillment of the contract on the part of the Contractor, and all questions as to the measurement of quantities for compensation. His decision shall be final, and he shall have the authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. Failure

to agree shall be subject to the provisions of the Section entitled "Determination of Rights - Disputes."

24. DETERMINATION OF RIGHTS - DISPUTES

If the total monetary amount of all the Contractor's claims arising under or by virtue of the contract does not exceed \$10,000, such claims are subject to determination of rights as follows:

- a. Any dispute arising under or relating to the performance of this contract, which is not disposed of by agreement, shall be decided by the County or its duly authorized representative, who shall reduce his decision to writing in regard to the dispute and mail or otherwise furnish a copy thereof to the Contractor. The decision of the County shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor elects to file with the County or duly authorized representative a written appeal. Promptly upon receiving the appeal from the Contractor, the County or duly authorized representative shall furnish a copy thereof to the Office of Administrative Hearings of the State of California. Pursuant to the rules and regulations adopted by the office Administrative Hearings, a hearing shall be held upon the appeal. When such an appeal is taken, the preliminary decision which is the subject of the appeal shall not be pleaded as a defense, and the hearing afforded shall be a hearing de novo upon the merits. In addition, the provisions of Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of the Code of Civil Procedure shall be applicable to the hearings, and the parties to the hearing shall have all the rights for discovery provided for by such provisions. However, such hearing shall be held only in the County wherein the work was performed under such contract unless the Contractor and the Director by written stipulation filed with the Office of Administrative Hearings agree to such hearing in some other county. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the written decision of the Director which is the subject of the Contractor's appeal. Any such decision shall be subject to judicial review.
- b. The "disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official or representative on a question of law.
- c. When the Office of Administrative Hearings conducts a hearing on an appeal pursuant to Paragraph (a), the Hearing Officer may apportion the costs of conducting such hearing between the parties in a manner which, in his discretion, is appropriate.

- d. Either party to this contract may, subject to the provisions of Paragraph (a), seek judicial review of the decision rendered of the Office of Administrative Hearings.

Compliance with the requirements of this Section does not relieve the Contractor of responsibility for complying with any notice or protest or claim requirements specified in these specifications.

25. FAILURE TO PROSECUTE THE WORK

Should the Contractor fail to prosecute the work or any separate part thereof in conformity with the contract requirements, the County shall have the right to require the Contractor to perform or reperform the services. If, after such request to the Contractor, the work is not performed with such diligence as will ensure its completion in accordance with this contract, the County may serve written notice upon him and his surety of the County's intention to take action to effect the performance of the work. After serving written notice, the County may proceed to cause execution of the work by County forces or may obtain additional services which the Director deems necessary to perform the work, and the Contractor will be held liable for the costs of said work or services. In addition, the Contractor may be liable for liquidated damages under the Section entitled "Liquidated Damages."

Should it be deemed necessary by the Director that the County or County's assigns perform the work as described above, the County may, without liability for so doing, take possession of and utilize for the purpose of completing said work such materials, equipment, and other property belonging to the Contractor as may be on the site(s) of the work and necessary therefor.

In case of emergency, when in the opinion of the Director it is necessary for the public health, safety, or welfare to act immediately, the County may proceed to cause execution of the work without serving the notices as required by this Section.

Failure of the Contractor to prosecute the work is a default under the terms of this contract and, if determined by the County to be in its best interest, the County may, in the event of any such failure, proceed in accordance with the Section of this Contract entitled "Default."

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the County.

26. STRIKE

In the event of a strike, the landfills shall remain open to the public and shall continue to be operated in accordance with the contract provisions unless a mutually accepted disposal alternative is agreed upon between the Contractor and the County. Labor difficulties and strikes are not considered sufficient reason for allowing exceptions to the contract. Contractor shall not be obligated to ensure the public has actual access to the site in the event of a strike.

27. LIQUIDATED DAMAGES

Service is of the essence in the performance of this contract. It is agreed by and between the parties hereto that in case the Contractor fails to provide the refuse disposal service as required by this contract, damage will thereby be sustained by the County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain by reason of delay or failure to provide the service; and it is therefore agreed that the Contractor will pay the County for each and every day in which the services set forth herein are not provided in the amount of \$1,000.

Said liquidated damages shall be in addition to any other payments, penalties, or monies due to the County either as specified in the Section entitled "Method of Payment" or as a result of Contractor's failure to perform under any provision of the contract.

The Contractor shall not be assessed with liquidated damages during any delay in performance of the services caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, supplier's or vendor's strikes, freight embargoes, or other cause beyond the Contractor's reasonable control. The Contractor shall make every reasonable effort to mitigate the effects of said causes.

The Contractor shall not be assessed with liquidated damages for delay in performance of the service caused by heavy rains, provided, however, that the Contractor notifies and receives approval from the Director at the time of the incident, to be confirmed later in writing, each and every time that the Contractor desires relief as a result of said rains. The Director's decision as to what constitutes a heavy rain for this purpose shall be final.

The Contractor shall not be assessed with liquidated damages for delay in performance of the services caused by failure of the County to provide or perform those items of work required of the County in this contract. The Contractor shall have no claim for any additional compensation for any such delay.

28. DEFAULT

- a. The County may, subject to the provisions of Paragraph (c) below, by written notice of default to Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 1. If Contractor fails to perform the services within the time specified herein or any extension thereof.
 2. If Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances

does not cure such failure within a reasonable period as the Director may authorize in writing after receipt of notice from the Director specifying such failure.

- b. In the event County terminates this contract in whole or in part as provided in Paragraph (a) of this section, County may procure, upon such terms and in such manner as the Director may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar services; provided that Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this Section.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform under the terms and conditions of the contract arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God, or the public enemy, acts of the County in either its sovereign or contractual capacity, fires, floods, earthquakes, epidemics, quarantine restrictions, supplier's and vendor's strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. Contractor shall make every reasonable effort to mitigate the effects of said causes.
- d. If, after notice of termination of this contract under the provisions of this Section, the County determines for any reason that the Contractor was not in default under the provisions of this Section, or that the default was excusable under the provisions of this Section, the rights and obligations of the parties shall be the same as in Section A 30, "Termination for Convenience of the County."
- e. The rights and remedies of the County provided in this Section shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
- f. As used in Paragraph (c) of this Section, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

29. TERMINATION

This contract may be terminated by the County in accordance with

this Section. To terminate under this Section, the Contractor shall be given not less than ninety (90) days notice in writing.

It is understood by the Contractor that the Union Mine Landfill site may have an actual useful capacity which may result in its closure for use as a landfill in less than ten (10) years. It is further understood by the Contractor that the County owns property adjacent to the Union Mine Landfill site that may be suitable for utilization as a successor landfill site.

In the event the County determines such adjacent property is suitable for use as a landfill site, it is agreed that the County may require the Contractor to terminate operations at the Union Mine Landfill site and commence operations at the adjacent site on the terms and conditions as set forth in this contract, provided such operations are of a similar nature.

In the event the County determines the adjacent property is not suitable for use as a landfill site, the County may terminate this contract, or renegotiate this contract to provide for the Contractor to operate at a new landfill site under such terms and conditions as may be necessary. In the event the County chooses to terminate this contract, the Contractor shall be entitled to be paid a sum to reimburse it for costs incurred in reliance that this contract would continue for a full ten (10) year term. Said sum shall be negotiated between the parties, and shall take into account the then current value of equipment purchased by the Contractor to perform this contract, adjusted as appropriate by any amortization or depreciation. The County shall have the option of purchasing such equipment in lieu of payment of any part of said sum. Said sum shall not include any amount for lost profit.

After receipt of a Notice of Termination, and except as otherwise directed by the County, Contractor shall:

- a. Stop work under the contract on the date of termination.
- b. Place no further order or subcontracts for materials, services or facilities except as may be necessary for completion of the work under the contract to the termination date.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination to the extent Contractor can legally do so.
- d. Assign to County all of the rights, title, and interests of Contractor under the orders and subcontracts so terminated, in which case County shall have the right, at its discretion, to settle or pay any or all claims and arising out of the termination of such orders and subcontracts and County shall hold Contractor harmless therefrom.
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts by Contractor.

- f. Complete performance under the contract through the date of termination.
- g. Take such action as may be necessary, or as the County may direct, for the protection and preservation of the property related to this contract, which is in the possession of Contractor and in which County has or may acquire interest.

After receipt of a Notice of Termination under this Section, Contractor shall submit to County a verified termination claim. Such claim shall be submitted promptly, but in no event later than 90 days after the termination of the contract, unless one or more extensions in writing are granted by County upon a request of Contractor made in writing within such 90-day period or authorized extension thereof.

If the County terminates the contract under this Section, Contractor shall be paid for the work completed through termination at the rate, in the manner, and amounts as provided in the contract documents as if the contract had not been terminated.

30. SUBCONTRACTING

Contractor has represented to County that there will be no subcontractors for the totality of the work to be performed under this contract.

The Contractor shall give his personal attention to the fulfillment of the contract, and shall keep the work under his control. No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor, and he will be held responsible for their work, which shall be subject to the provisions of the contract and specifications.

In the event Contractor proposes to subcontract any work, the Contractor shall file with the Director a written statement showing the work to be subcontracted, the names of the subcontractors, and the description of each portion of the work to be so subcontracted. The Contractor shall obtain approval of the Director prior to allowing the subcontractor(s) to proceed with any work under the contract.

When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Director, the subcontractor shall be removed immediately on the request of the Director, and shall not again be employed on the work.

31. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement with any officer, agent, or employee of the County either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the

terms of this contract.

32. CONTRACTOR NOT TO ENGAGE IN REFUSE COLLECTION

The Contractor agrees not to enter into the business or activity of refuse collection of any kind in El Dorado County for the duration of this contract, without the written consent of the County. Refuse is defined in Section A-4 of the Special Provisions of the contract. This provision is not intended to preclude El Dorado Disposal, Inc., and/or South Tahoe Refuse, Inc., from engaging in refuse collection operations.

33. OWNERSHIP DISCLOSURE

At the request of the Director, the Contractor shall provide proof of corporate entity and names of all its officers. Upon sale or transfer of any interest of 25 percent or greater in Contractor, the Director shall be notified. Any change in ownership of the Contractor exceeding 10 percent of the stockholder ownership shall be reported to the Director within 30 days of the change.

B. LANDFILL OPERATION

1. HOURS OF OPERATION

Refuse haulers and the public shall only deposit solid waste at the site according to the days and hours listed below:

- a. During the period of the calendar year when daylight savings time is in effect, the dump operation shall be kept open daily from 8:00 AM to 6:00 PM.
- b. During the balance of the year when standard time is in effect, the dump operation shall be kept open from 8:00 AM to 5:00 PM.
- c. The dump shall be closed the following days: New Year's Day, Easter Sunday, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- d. The above schedule of operation may not be changed without the prior written consent of County and Contractor agrees to operate the dump as hereinabove specified.

The Contractor shall notify and obtain prior approval in writing from the County for any variance from the scheduled hours.

The Contractor shall be on the sites and operating during the scheduled hours and such additional time as necessary to fulfill the requirements of the contract.

The County reserves the right to open and close landfill gates and to revise the schedule from time to time as may be deemed necessary to provide service to the public and refuse haulers, and agrees to provide 30-day written notice of said changes. The Contractor is

further advised that landfill dumping fees will be established by the County, and will be subject to changes prescribed by the County.

2. PERSONNEL

The Contractor shall assign personnel to perform operations on the sites on such days and during such hours that refuse is being delivered and disposed of on the premises, as may be required to assure a smooth and efficient operation, Contractor shall assign adequate qualified personnel to operate equipment and direct traffic to the proper disposal area.

The County has the right to request the removal of any employee of the Contractor who violates any provisions of these specifications, who is an unsafe operator, or who is wanton, negligent, or discourteous to the public or others in the performance of his duties. Upon receipt of such a request from the County, the Contractor shall immediately take whatever steps may be necessary to remove the employee from the landfill site.

An authorized representative of the Contractor shall be present on the site at all times that any operations are being conducted thereon, or shall be available to be on site within one hour notice by the County.

The Contractor shall file with the Director the names, addresses, and telephone numbers of authorized representatives who can be contacted at any time. These authorized representatives must maintain offices within the County of El Dorado and be fully authorized and equipped to respond to reasonable requests of the Director and/or his authorized representative(s).

If the Director or his authorized representative of the County finds it necessary to give directions to assure compliance with the provisions in this contract, such direction shall be given in writing by the County representative to the authorized representative of the Contractor.

3. SITE ACCESSIBILITY AND INSPECTION

The Contractor shall ensure that the site is accessible at all times to County, state and federal officials for any purpose, including inspection, official tours, administration of salvage or resource recovery contracts, or any other activity as determined by the Director to be appropriate.

Commercial collectors and the general public shall be routed to the active fill area over roads which are reasonably traversable by vehicles of all types. A public dumping area accessible under usual and ordinary weather conditions shall be provided.

The County will inspect the Contractor's landfill operation. The inspection of the work shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. The Contractor

shall remove and replace defective work and make repairs acceptable to the Director at no cost to the County.

4. EQUIPMENT

The County shall not be responsible for providing any equipment (by sale, lease, rent or otherwise) to Contractor and all equipment used in connection with the performance of Contractor's obligations under this contract shall be owned by Contractor or leased by Contractor from persons or entities other than County. Contractor shall utilize at a minimum the equipment, or equipment comparable thereto, described on the equipment schedule attached to the contract. If Contractor needs more equipment to properly perform this contract, Contractor shall provide such additional equipment without further compensation from County.

In the event of default by Contractor, the County may at its option have the right to take possession of and operate for fair compensation the equipment being used by Contractor for the unexpired term of the contract.

5. LITTER, DUST AND NOISE CONTROL

Litter. The Contractor shall maintain and keep free of litter and other foreign material all areas outside of the active tipping area within the site. Contractor shall be solely responsible for maintaining the site in a clean, vector-free, and sanitary condition, and shall be responsible for any public nuisance created as a result of Contractor's work hereunder. (Also see Section entitled "Contractor's Responsibility for Site Maintenance.")

Dust. The Contractor shall furnish, maintain and use such dust control equipment as may be necessary to protect employees, the public, and adjacent properties at all times, water availability permitting, from dust generated on site. (Also see Section entitled "Contractor's Responsibility for Site Maintenance.")

Noise. The Contractor shall comply with all provisions of city or County noise ordinances and/or all provisions of any permits applying to the site.

6. DRAINAGE (Temporary)

The Contractor shall at his own expense design, construct, maintain, and furnish all labor, material, and equipment for temporary drainage facilities to prevent surface water runoff from compacting the refuse and managing the work area, fill slopes, and haul roads. Surface water collected and diverted by such drainage facilities shall not be discharged in a manner detrimental to adjoining lands. All such work shall be subject to the Director's approval.

7. WIND SCREENS (Temporary)

The Contractor shall furnish portable wind screens which the Contractor shall use during periods of high wind to contain blowing

waste, such as paper and other light debris. Suitable equipment and adequate personnel shall be provided to collect windblown waste, as needed, to keep the screens cleared of such waste and to relocate screens cleared of such waste.

8. LANDFILL GAS AND LEACHATE MONITORING AND CONTROL

The Contractor shall take measures to prevent surface water from reaching the refuse, including, but not limited to, temporary drainage facilities (see Section entitled "Drainage (Temporary)") all in accordance with regulations and good operating practices.

When seepage, ground water, or storm water is found or allowed to accumulate on the premises, Contractor shall be required at his expense to remove the water within 24 hours, and to take corrective measures as determined by the State regulatory agencies, which is to be conveyed in writing by the Director to the Contractor.

The County will monitor each landfill for the presence of landfill gas and leachate. When leachate is found on the premises, the County shall undertake immediate necessary corrective measures. If landfill gas is found to be migrating beyond the site boundary in unsafe levels, the County shall undertake necessary corrective or containment measures, and shall indemnify and hold Contractor, his agents or his employees harmless from liability arising therefrom, unless Contractor has been negligent in its operations and caused, in whole or in part, said migration or unsafe levels.

9. PLACEMENT AND COMPACTION OF REFUSE

Unless otherwise approved by the State regulatory agencies and confirmed by the Director, all refuse delivered to the disposal area shall be placed, compacted, and covered by the Contractor. Contractor shall compact refuse wherever compactors are used in a responsible manner as determined by the Director to be appropriate under the circumstances considering the standards of the industry, the conditions of the site and the applicable governmental regulations.

Single Large or Bulky Items. Large or bulky items shall be separated to prevent bridging of the surrounding refuse, and shall not be placed within four (4) feet of the indicated finish rough grade.

Bulky items having a high percentage of voids, and which are not easily crushed, such as automobile bodies, will not be accepted for disposal. Other items, such as stoves and refrigerators, shall be placed at the base of the lift, and shall be thoroughly crushed by spreading and compacting equipment.

Special Waste Handling. There are certain waste materials that will require special handling by the Contractor, such as asbestos waste, sewage sludge, septic tank pumpings, sewage treatment plant grit and screenings, digester cleanings, hard-to-handle materials, etc. When material enters the landfill that requires special

handling, the Contractor must dispose of the wastes in a manner acceptable to all state regulatory agencies. Special approvals from the state regulatory agencies for disposal of certain special wastes may be required prior to acceptance of such special wastes at the landfills. The County will be responsible for determining that these approvals have been obtained, and will maintain records of these approvals.

10. DEPTH OF LIFTS

Compacted lifts of refuse shall normally be approximately ten (10) feet in depth. Greater depth may be used if approved by the Director.

11. DAILY COVER

All refuse shall be placed each day, and shall be compacted and covered before the end of the day, or as specified per Special Conditions, to prevent fire, development of vector problems, blowing papers, unsightly conditions, and intrusion of surface waters. Placement of daily cover over the work face may be waived at the discretion of the Director, subject to approval of regulatory agencies. Cover material shall consist of native clays, weathered rock, or other material approved by the Director.

12. PLACEMENT AND COMPACTION OF DAILY AND INTERMEDIATE COVER MATERIAL

Cover material shall be spread in lifts not exceeding twelve (12) inches in uncompacted thickness. Cover material shall be watered or dried, as required to bring the soil as close as practicable to the recommended water content for proper compaction, and then compacted by suitable equipment and methods. Minimum compacted thickness of cover currently required by State regulatory agencies for the work covered by this contract are as follows:

6 inches of daily cover for those areas where additional Group 3 wastes will be deposited within 180 days.

12 inches of intermediate cover for those areas where no additional refuse will be deposited within 180 days.

The entire required thickness of cover required by this contract shall be placed as soon as the area is capable of receiving cover.

13. SAFETY

The Contractor stipulates that he is aware that the operation of heavy equipment at a landfill, which is near automobiles, trucks, and other vehicles using the site or delivering refuse to the site, is extremely hazardous.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his expense and without cost to the County, furnish, erect, and maintain such fences,

barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents, damage, or injury to the public. The Contractor shall also furnish, at his expense and without cost to the County, such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.

14. RECYCLABLE SOLID WASTE

Title to all solid waste shall remain vested in the County when it is deposited at the site, subject to terms and conditions of this Section B-14.

The County shall have the option to execute a contract at any time for the right to conduct recyclable solid waste operations at the site upon such terms and conditions, and with such party, as it deems fit in its sole discretion. Until any such contract is executed, Contractor may conduct recyclable solid waste operation at the site at its sole expense, and retain any monies received thereby. In the event the County executes a contract for recyclable solid waste operations with a party other than Contractor, Contractor shall immediately cease all of its operations upon written notice from the County and shall not be entitled to any compensation from the County therefor. Nothing herein may be construed or interpreted to restrict in any manner the power of the County to require collection of recyclable solid waste at locations other than the site, or disposal thereof in such a manner that it does not become deposited at the site.

Management of any separate contract for recyclable solid waste will be performed by the County at no cost to the Contractor. It is intended that such contracts be managed with minimum interference with Contractor's operations. In the event that the County contracts with another private firm (not the landfill operator) to conduct recyclable solid waste operations, a provision will be inserted in the separate salvaging contract requiring cooperation and noninterference with the landfill operator's operation. Likewise, the landfill Contractor shall cooperate and not interfere with the other operations.

15. LANDFILL GAS RECOVERY OPERATIONS RETAINED BY THE COUNTY

The County recognizes that landfill gas recovery and utilization may be feasible at the landfill. The County retains the landfill gas rights, and may negotiate a separate contract(s) for landfill gas control, recovery, and/or utilization.

Title to all deposited wastes shall be vested in the County, subject to terms and conditions of existing and future landfill site leases and amendments. The County reserves the right to continue in force all existing landfill gas contracts, and to enter into new landfill gas contracts as it deems appropriate, even during the time period that landfill operations are taking place.

Management of separate contracts for the landfill gas control, extraction, and/or utilization will be performed by the County at no cost to the Contractor. It is intended that these contracts be managed with minimum interference with Contractor's operations. In the event that the County contracts with another private firm (not the landfill operator) to conduct landfill gas operations, a provision will be inserted in the separate landfill gas contract requiring cooperation and noninterference with the landfill operator's operation. Likewise, the landfill operations contractor shall cooperate and not interfere with the landfill gas Contractor's operations.

16. FINAL CLEANUP

Upon completion of this contract or site closure and before final compensation is made, the Contractor shall remove from the disposal site and adjoining property, and dispose of all surplus and discarded materials, rubbish, temporary structures, construction equipment, and debris which belong to Contractor, and which may have accumulated during the life of this contract. No separate payment shall be allowed for the above work. Payment of the cost thereof is included in the contract price.

17. SITE CLOSURE

The County shall be responsible for properly closing the landfill site according to state and local regulations, including preparation of the closure report, mitigation measures, monitoring, vegetation, final cover placement, and post-closure maintenance. The Contractor is responsible for site cleanup, and operation of the site in such a manner as not to hinder closure activities. The County may negotiate with another private firm or the Contractor for some of the activities which are the County's responsibility.

C. CONTRACTOR'S RESPONSIBILITY FOR SITE OPERATION AND MAINTENANCE

The Contractor shall operate and maintain the entire site including, but not limited to, the specific items listed below. Payment for site maintenance shall be included in the proposal price, and no additional compensation will be allowed therefor.

1. HAUL ROADS AND SERVICE ROADS

It shall be the Contractor's responsibility to provide and maintain at his expense all roads required on the property for the purposes of transporting refuse to the actual point of disposal, or transporting earth materials for fill within the property, and such other roads as may be required for his convenience. Haul roads shall be well maintained. Surfaces shall be free from potholes and depressions, and shall be reasonably traversable under usual and ordinary weather conditions.

The County reserves the right to approve the locations and design of service roads selected by the Contractor. The County shall have the right, without cost, to use the Contractor's haul and/or

service roads.

2. DUST CONTROL

The Contractor shall prevent the formation of an airborne dust nuisance by use of water or dust palliatives, as required and as directed by the Director.

3. LITTER

The Contractor shall maintain and keep free of litter and other foreign materials all areas at the disposal site(s) except the working face, but including access routes, scale area (where applicable), and operations center by patrolling the site(s) regularly. The Contractor shall be solely responsible for maintaining the sites in a clean and sanitary condition, and shall be responsible for any public nuisance created as a result of his operations.

4. INSECT AND VECTOR CONTROL

In addition to the placement of daily cover, the contractor shall provide any chemical sprays, traps, and similar measures to control insects, rodents, and other disease carrying or breeding organism, subject to applicable regulations.

5. FIRE PROTECTION

The Contractor shall maintain existing water lines and/or water storage on the site. Any earth required to smother fires or to restore the surface of the disposal area to grade where a subsidence has occurred due to fire shall be placed by the Contractor. No additional payment will be made for fire fighting activities which occur as a result of a fire on the site. In the event of a fire on site, the Contractor shall immediately notify the local fire fighting agency, and shall diligently work to extinguish the fire.

6. EROSION CONTROL

The Contractor shall maintain and/or restore all slopes on the site(s) to minimize or correct the effects of erosion.

7. ACCESS TO TIPPING AREA

The Contractor shall ensure that the deck surface of the active landfill area be relatively level and free from potholes or depressions so that vehicles may have clear and safe access to the tipping areas at all times.

8. DECK LEVELING

The Contractor shall maintain an even surface on all completed landfill areas at a grade of approximately 5 percent to ensure drainage (i.e., no ponding allowed), or as required by the

Director.

9. SIGNS AND TRAFFIC

The Contractor shall provide and maintain all existing and future signs displaying rules applicable to the landfill sites in a clean and readable condition. The Contractor shall provide and maintain signs for the convenience of the vehicles using the landfills and for safe and efficient traffic flow to and from the tipping areas.

D. FACILITIES - ON-SITE

1. ON-SITE BETTERMENTS

The Contractor agrees to repair or replace, at the its expense, any fencing that is damaged.

The Contractor shall maintain all internal roads in safe condition and such that vehicle access and unloading can be carried on during inclement weather.

The Contractor may construct and maintain, at his own expense, any additional facilities, improvements, buildings, and signs within the site required for the Contractor's convenience with the Director's approval. Such improvements shall be removed at the option of the Contractor or as requested by the Director. Improvements not removed shall become the property of the County on expiration of the contract.

2. TOILET FACILITIES

The Contractor shall provide toilet facilities for its employees at the operating areas, which shall be kept painted and in a clean and sanitary condition. Toilet facilities need not be provided for the public.

3. WATER, LIGHT, AND POWER

The Contractor shall be responsible for providing and maintaining utilities at each site where required by state or local regulatory agencies, and for all costs and service charges in connection therewith.

4. COMMUNICATION

The Contractor shall provide telephone and/or radio communication for his purposes at his expense at each site. The County shall have the right to use on-site communication facilities without cost, as may be necessary for its official purposes.

5. USE OF INACTIVE AREAS AT LANDFILL SITES

The County reserves the right to use any inactive portion of the landfill for any purpose in a manner which does not conflict with Contractor's operations hereunder. The County shall provide

additional maintenance as may be required as a result of such use, and shall assume all responsibility arising out of its use thereof.

E. COUNTY'S RESPONSIBILITY FOR SITE OPERATION AND MAINTENANCE

The County, at its expense, agrees to provide all off-site improvements, including any improvements required on public streets, roads or signs. The County is also responsible for semi-permanent on-site operational betterments, leachate and methane gas collection and monitoring, regulatory compliance activities such as permitting, waste stream control, planning and engineering for site closures and all other such engineering.

F. EXTRA WORK

1. GENERAL

Work ordered by the Director not set forth in the contract or shown on the plans and specifications shall be paid for by the County as extra work at a price which may be negotiated. The Contractor shall do such extra work and furnish such materials and equipment therefor as may be required in writing by the Director, but he shall not perform extra work except upon written order from the Director, and in the absence of such written order, he shall not be entitled to compensation for such extra work.

2. LABOR

For all labor and foremen in direct charge of the specific operation, the Contractor shall receive an amount equal to the sum of actual wages paid such labor and foremen, including fringes for the time actually engaged in such work. To the total of the above amount shall be added an amount equal to 24 percent of the total thereof for all Contractor overhead and profit.

3. EQUIPMENT

For any machine, power tools, or equipment which the Director may deem necessary or desirable to use, the Contractor shall be allowed a rental price for each and every hour that said tools or equipment are in use on such work. Such rental price shall also be full compensation for fuel, lubricants, repairs, transportation, and all other incidental expenses for the use of said tools and equipment, except labor for the operation thereof. The rental price for each piece of equipment shall be the rate as listed in the State Department of Transportation publication, "Labor Surcharge and Equipment Rental Rates" in effect at the time of the extra work, plus an amount of 15 percent for all Contractor overhead and profit.

4. MATERIALS

For all materials used, the Contractor shall receive the actual cost thereof plus 15 percent, plus sales tax, if any.

5. COMPENSATION

No claims for extra work under this contract will be allowed unless a change order for such work, approved by the Director, is furnished to the Contractor in advance. The amount and cost of all work shall be approved by the Director, and the amount certified by him shall be final, conclusive and binding upon the Contractor.

G. PAYMENT

1. PAYMENT FOR LANDFILL OPERATION

Contractor agrees to pay to County as consideration for the use, operation, and management of the landfill site, payable in semi-annual installments, the first said installment to be payable fifteen (15) days after the completion of the first six months of the term of this agreement, and each and every installment thereafter be payable fifteen (15) days after the expiration of each six (6) month period, a sum in cash money equal to five per cent (5%) of gross receipts, together with a report thereof, being sums collected for dumping privileges.

Gross receipts shall be defined as total monies received from dumping fees collected at the gate from private persons or disposal companies, not including any taxes, surcharges or other monies required by state or federal law to be collected upon landfill operations. Dumping fees shall be established by County. The County reserves the right to install scales for the purposes of accurately assessing dumping fees. Contractor shall collect all such additional taxes, surcharges or other monies at no charge to County, make a separate accounting thereof, and remit the full amount thereof to the County on the 10th of each month during the term hereof.

In recognition of the fact that shareholders of Contractor are owners of disposal companies, it is specifically acknowledged by Contractor that El Dorado Disposal, Inc. and South Tahoe Refuse, Inc. shall pay the established rates for any and all dumping in the landfill.

Contractor shall cause full and correct books of account, consisting of serial, continuous and permanent records, to be kept showing all monies received by Contractor in its operation of the landfill. It is agreed that said books of account shall be open to inspection by County at all times, together with all cash register tapes in any and all registers used on the premises, and any other daily records kept by Contractor, together with income tax returns filed by Contractor.

The County shall have the discretion to conduct an audit of Contractor's performance hereunder at any time, utilizing at its option, either its own personnel or a third party under contract to it. In the event that County shall conduct an audit and the gross receipts shown by Contractor's general statement or

statements for the period covered by such audit shall be found to be understated by more than five percent (5%), Contractor shall pay to County the cost of the audit.

- a. It is expressly understood that the payment specified herein is full compensation for and in consideration of the Contractor furnishing all labor, equipment, and materials required to perform the services herein provided.
- b. The Contractor shall also be entitled to invoice and be paid any surcharges collected for handling special or hard-to-handle waste, as may be authorized by the County.
- c. The invoice from the Contractor shall be subject to the approval of the County prior to payment.
- d. The County shall pay for these invoices within thirty (30) calendar days of receipt by the County.

2. ADJUSTMENTS

The Contractor and the County recognize that, during the life of the contract, many circumstances may arise which cannot be predicted or foreseen. It is the intent of this Section to set forth reasonable expectations as to the items which could produce these circumstances, and to provide a means of arriving at adjustments in payments or compensation to either or both parties to reflect the resulting cost impacts.

The County and the Contractor may, prior to 30 days of each contract year, negotiate upward or downward adjustments in the price of the contract.

Said negotiations may include, but not necessarily be limited to, the following situations:

- a. Proposed changes in the level of service by the County or the Contractor.
- b. Compensation to the Contractor for the design and/or construction of on-site betterments (also see Section entitled "On-Site Betterments").
- c. Specification of royalties for salvaging rights (see Section entitled "Salvaging").
- d. Proposed changes in labor and/or equipment requirements by the County or the Contractor.
- e. Changes in laws, rules, regulations as noted in Section "H" below.

- f. Changes necessitated by inflation as referenced to the Consumer Price Index.

The adjusted proposal price resulting from said negotiations shall include compensation for all labor, equipment, and materials necessary to perform the contract as may be amended by said negotiations. The adjusted proposal price shall commence on the first day of the contract year next following negotiations, and shall continue until further agreed otherwise.

H. RENEGOTIATIONS ;

Change in the Regulations. In the event that compliance with subsequent statutes, ordinances, and/or rules and regulations results in a substantial change in operating costs, the parties hereto agree to renegotiate this contract so that compensation herein shall reflect such change.

I. SEVERABILITY

If any provision of the agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

COUNTY OF EL DORADO

By John D. Lefala
Chairman, Board of Supervisors

"County" 1-30-90

ATTEST:

BILLIE MITCHELL, County Clerk
and ex officio clerk of the
Board of Supervisors

By Margaret E. Meady
Deputy Clerk

1-30-90

EL DORADO LANDFILL, INC.

By Harry Reedy
Secretary

"Contractor"

landfill.agm
1-23-90

INDEX

| | PAGE |
|---|------|
| A. GENERAL PROVISIONS | 1 |
| 1. INTENT | 1 |
| 2. CONTRACT PERIOD | 1 |
| 3. CONTRACT ADMINISTRATOR | 2 |
| 4. DEFINITIONS | 2 |
| 5. INDEPENDENT CONTRACTOR | 4 |
| 6. INTEREST OF CONTRACTOR | 4 |
| 7. INSPECTION OF SITES BY CONTRACTOR | 5 |
| 8. REGULATIONS FOR USE | 5 |
| 9. UNACCEPTABLE WASTE PROCEDURES | 5 |
| 10. PERFORMANCE BOND | 7 |
| 11. CHANGE ORDER AUTHORITY | 7 |
| 12. CHANGE ORDER COST | 8 |
| 13. ASSIGNMENT | 8 |
| 14. BANKRUPTCY | 8 |
| 15. HOLD HARMLESS CLAUSE | 8 |
| 16. TAXES, ASSESSMENTS, AND FEES | 9 |
| 17. INSURANCE | 9 |
| 18. PREVAILING WAGES | 11 |
| 19. PAYROLL RECORDS | 12 |
| 20. EQUAL SERVICE | 13 |
| 21. AUDIT AND INSPECTION OF RECORDS | 13 |
| 22. PERMITS | 14 |
| 23. CONTROL OF THE WORK | 14 |
| 24. DETERMINATION OF RIGHTS - DISPUTES | 15 |
| 25. FAILURE TO PROSECUTE THE WORK | 16 |
| 26. STRIKE | 16 |
| 27. LIQUIDATED DAMAGES | 17 |
| 28. DEFAULT | 17 |
| 29. TERMINATION | 18 |
| 30. SUBCONTRACTING | 20 |
| 31. VERBAL AGREEMENT OR CONVERSATION | 20 |
| 32. CONTRACTOR NOT TO ENGAGE IN REFUSE COLLECTION | 21 |
| 33. OWNERSHIP DISCLOSURE | 21 |
| B. LANDFILL OPERATION | 21 |
| 1. HOURS OF OPERATION | 21 |
| 2. PERSONNEL | 22 |
| 3. SITE ACCESSIBILITY AND INSPECTION | 22 |
| 4. EQUIPMENT | 23 |
| 5. LITTER, DUST AND NOISE CONTROL | 23 |
| 6. DRAINAGE (Temporary) | 23 |
| 7. WIND SCREENS (Temporary) | 23 |
| 8. LANDFILL GAS AND LEACHATE MONITORING AND CONTROL | 24 |
| 9. PLACEMENT AND COMPACTION OF REFUSE | 24 |
| 10. DEPTH OF LIFTS | 25 |
| 11. DAILY COVER | 25 |
| 12. PLACEMENT AND COMPACTION OF DAILY AND INTERMEDIATE COVER MATERIAL | 25 |

| | <u>PAGE</u> |
|--|-------------|
| 13. SAFETY | 25 |
| 14. RECYCLABLE SOLID WASTE | 26 |
| 15. LANDFILL GAS RECOVERY OPERATIONS RETAINED BY THE COUNTY | 26 |
| 16. FINAL CLEANUP | 27 |
| 17. SITE CLOSURE | 27 |
| C. CONTRACTOR'S RESPONSIBILITY FOR SITE OPERATION AND MAINTENANCE | 27 |
| 1. HAUL ROADS AND SERVICE ROADS | 27 |
| 2. DUST CONTROL | 28 |
| 3. LITTER | 28 |
| 4. INSECT AND VECTOR CONTROL | 28 |
| 5. FIRE PROTECTION | 28 |
| 6. EROSION CONTROL | 28 |
| 7. ACCESS TO TIPPING AREA | 28 |
| 8. DECK LEVELING | 28 |
| 9. SIGNS AND TRAFFIC | 29 |
| D. FACILITIES - ON-SITE | 29 |
| 1. ON-SITE BETTERMENTS | 29 |
| 2. TOILET FACILITIES | 29 |
| 3. WATER, LIGHT, AND POWER | 29 |
| 4. COMMUNICATION | 29 |
| 5. USE OF INACTIVE AREAS AT LANDFILL SITES | 29 |
| E. COUNTY'S RESPONSIBILITY FOR SITE OPERATION AND MAINTENANCE | 30 |
| F. EXTRA WORK | 30 |
| 1. GENERAL | 30 |
| 2. LABOR | 30 |
| 3. EQUIPMENT | 30 |
| 4. MATERIALS | 30 |
| 5. COMPENSATION | 31 |
| G. PAYMENT | 31 |
| 1. PAYMENT FOR LANDFILL OPERATION | 31 |
| 2. ADJUSTMENTS | 32 |
| H. RENEGOTIATIONS | 33 |
| I. SEVERABILITY | 33 |